

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION**

MUSKEGON HOLDINGS LLC, a  
Delaware limited liability company,  
  
Plaintiff/Counter-Defendant,  
  
v.

VP LB13 LLC, a California limited  
liability company; and CANOPY  
COMMUNITIES CORPORATION, f/k/a  
DECRO GAMMA CORPORATION, a  
California nonprofit corporation,  
  
Defendants/Counterclaimants/  
Third-Party Plaintiffs,

v.  
  
ALDEN TORCH FINANCIAL LLC, a  
Delaware limited liability company, and  
DECRO LONG BEACH, L.P., a  
California limited Partnership,  
  
Third-Party Defendants.

Case No. 8:23-cv-01302-DOC (JDEx)  
*Hon. David O. Carter, Courtroom 10A*

**JUDGMENT**

**JUDGMENT**

The Court conducted a jury trial from November 12, 2024 to November 19, 2024 on the claim for declaratory judgment of Plaintiff/Counter-Defendant Muskegon Holdings LLC (“Muskegon”) and the counterclaims for declaratory judgment, breach of contract, breach of the implied covenant of good faith and fair dealing, and tortious interference of Defendants/Counterclaimants/Third-Party Plaintiffs VP LB13 LLC and Canopy Communities Corporation f/k/a Decro Gamma Corporation (“Canopy” and, together with VP LB13 LLC, the “General Partners”). Pursuant to the jury’s verdict, it is hereby ORDERED, ADJUDGED, AND DECREED that:

- 1) As to Muskegon’s sole claim for declaratory judgment and the General Partners’ counterclaim for declaratory judgment (Fifth Claim for Relief), the Court enters a declaratory judgment that Canopy’s right of first refusal pursuant to the Purchase Option Agreement was validly triggered;
- 2) As to the General Partners’ counterclaim for declaratory judgment (Fifth Claim for Relief), the Court enters declaratory judgment that the purchase price for Canopy’s right of first refusal pursuant to the Purchase Option Agreement is \$27,974,314;
- 3) As to the General Partners’ counterclaims against Muskegon and Third-Party Defendant Alden Torch Financial LLC (“Alden Torch”)—via an alter ego theory—for breach of contract (First Claim for Relief), tortious interference (Second Claim for Relief), and breach of the implied covenant of good faith and fair dealing (Fourth Claim for Relief), the Court enters judgment in favor of the General Partners and against Muskegon and Alden Torch, and awards damages to Canopy in the sum of \$95,928.

**IT IS SO ORDERED.**

Dated: January 15, 2025

By: David O. Carter

HON. DAVID O. CARTER

U.S. DISTRICT JUDGE